

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,)
Plaintiff)
V.)
BERNARD M. ALBERT,)
Defendant)

CIVIL NO. 05-30079

FILED
U.S. DISTRICT COURT
DISTRICT OF MASS.
2005 MAR 31 P 3:35
CLERK'S OFFICE

COMPLAINT FOR REPOSSESSION OF COLLATERAL

NOW comes the United States of America by its attorneys, Michael J. Sullivan, United States Attorney for the District of Massachusetts, and Christopher R. Donato, Assistant United States Attorney, and demands an order requiring the defendant to turn over to the plaintiff certain equipment which secures a debt owed by defendant to the plaintiff, as more fully set forth in the following paragraphs.

1. The District Court has jurisdiction over this action pursuant to 28 U.S.C. 1345.
2. The plaintiff is the United States of America, acting through the Farm Service Agency, formerly the Farmers Home Administration, United States Department of Agriculture (hereinafter "FSA").
3. The defendant is Bernard M. Albert (hereinafter "Albert"), is an adult individual who resides at 18 Williamsburg Road, Worthington, Massachusetts 01098.
4. On or about September 19, 1978, FSA loaned to Albert the sum of \$423,980 pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. 1921 Note, as amended. The loan was rescheduled several times, most recently on October 10, 1989, as evidenced by a promissory note in the face amount of \$344,902.99. A copy of said note is attached hereto as Exhibit A.

CF-76 Cl.
S.I.

5. On or about September 19, 1978, FSA loaned to Albert the additional sum of \$250,000 pursuant to the Emergency Agricultural Credit Adjustment Act, as amended. The loan was also rescheduled several times, most recently on October 10, 1989, as evidenced by a promissory note in the face amount of \$145,817.16. A copy of said note is attached hereto as Exhibit B.
6. On or about August 6, 1980, FSA loaned to Albert the sum of \$112,000 pursuant to the Emergency Agricultural Credit Adjustment Act, as amended. The loan was rescheduled several times, most recently on October 10, 1989, as evidenced by a promissory note in the face amount of \$115,428.90. A copy of said note is attached hereto as Exhibit C.
7. On or about July 31, 1985, FSA loaned to Albert the sum of \$200,000 pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. 1921 Note, as amended. The loan was rescheduled several times, most recently on October 10, 1989, as evidenced by a promissory note in the face amount of \$122,358.35. A copy of said note is attached hereto as Exhibit D.
8. On or about April 12, 1985, FSA loaned to Albert the sum of \$240,000 pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. 1921 Note, as amended. The loan was rescheduled several times, most recently on October 10, 1989, as evidenced by a promissory note in the face amount of \$206,975.17. A copy of said note is attached hereto as Exhibit E.
9. On or about September 28, 1984, FSA loaned to Albert the sum of \$88,350 pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. 1921 Note, as amended. The loan was rescheduled several times, most recently on

October 10, 1989, as evidenced by a promissory note in the face amount of \$85,540.66. A copy of said note is attached hereto as Exhibit F.

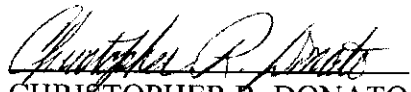
10. On or about May 15, 1984, FSA loaned to Albert the sum of \$200,000 pursuant to the Emergency Agricultural Credit Adjustment Act, as amended. The loan was rescheduled several times, most recently on October 10, 1989, as evidenced by a promissory note in the face amount of \$195,146.50. A copy of said note is attached hereto as Exhibit G.
11. To secure the repayment of the loans, Albert executed and delivered to FSA a series of security agreements, essentially identical to each other, which covered, *inter alia*, "all farm and other equipment...and inventory, now owned or hereafter acquired by Debtor, together with all replacements, substitutions, additions, and accessions thereto...." A copy of the most recent security agreement is attached hereto as Exhibit H.
12. To perfect the security interest created by the security agreements, Albert executed and delivered to FSA a financing statement, which was duly filed in the Clerk's Office of the Town of Worthington, was duly continued by continuation statements and duly filed in the Office of the Secretary of State as an "in lieu" filing on November 30, 2001. Copies of the said financing statements are attached hereto as Exhibit I.
13. Albert has defaulted on the notes and security agreements by failing to make payments of principal and interest as required by those documents. FSA accelerated the debt on October 4, 2001. FSA has offered defendant all servicing required by FSA regulations.

14. The amount due and owing to FSA is \$1,956,195.49 as of March 2, 2005, consisting of \$978,991.41 in principal and \$977,204.08 in interest, with interest accruing from that date at the rate of \$209.1113 per diem, as set forth in the affidavit of indebtedness attached hereto as Exhibit J.
15. The debt far exceeds the value of the collateral, and Albert has no equity in the equipment.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$1,956,195.49 plus interest to the date of payment and an order granting to plaintiff possession of all farm and other equipment pledged to plaintiff by defendant.

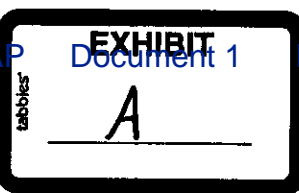
UNITED STATES OF AMERICA
By its attorneys

MICHAEL J. SULLIVAN
United States Attorney

By: 
CHRISTOPHER R. DONATO
Assistant U.S. Attorney
1 Courthouse Way, Suite 9200
Boston, MA 02210
(617) 748-3303

DATE: 3/27/05

USDA-FmHA
Form FmHA 1940-17
(Rev. 12-88)



PROMISSORY NOTE

Name BERNARD M. ALBERT		KIND OF LOAN Type: <u>E.M.</u> <input type="checkbox"/> Regular <input type="checkbox"/> Limited Resource
State MASSACHUSETTS	County HAMPSHIRE	Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
Case No. 25-008-8784	Date OCTOBER 10, 1989	ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input checked="" type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down
Fund Code 43	Loan No. 32	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in HADLEY, MASSACHUSETTS 01035

_____, or at such other place as the Government may later designate in writing, the principal sum of Three Hundred Forty Four Thousand Nine Hundred Two and 99/100 dollars

(\$ 344,902.99), plus interest on the unpaid principal balance at the **RATE** of FOUR AND ONE HALF percent (4.50 %) per annum and

TWELVE THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 89/100 dollars (\$ 12,885.89)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 29 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>0.00</u>	on <u>01/01/90</u>	;	\$ <u>0.00</u>	on <u>01/01/91</u>	;
\$ <u>0.00</u>	on <u>01/01/92</u>	;	\$ <u>0.00</u>	on <u>01/01/93</u>	;
\$ <u>0.00</u>	on <u>01/01/94</u>	;	\$ <u>27,566.00</u>	on <u>01/01/95</u>	;
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____	;
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____	;
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____	;

and \$ 27,566.00 thereafter on 01/01 of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 29 yrs from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Ex. Position 2 A

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
43/25	\$333,570.73	5 %	APRIL 28 , 1988	A.E. ALBERT & SONS, INC	APRIL 28 , 1998
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 194c, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in con-

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)


 BERNARD M. ALBERT (Borrower)


 BERNARD M. ALBERT (INDIVIDUAL)

HUNTINGTON ROAD

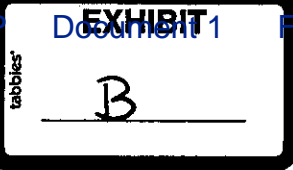
WORTHINGTON, MA 01098

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

U.S. GOVERNMENT PRINTING OFFICE: 1989-654-054/80018

USDA-FmHA
Form FmHA 1940-17
(Rev. 12-88)



PROMISSORY NOTE

Name BERNARD M. ALBERT		KIND OF LOAN Type: <u>E.M.</u> <input type="checkbox"/> Regular <input type="checkbox"/> Limited Resource	
State MASSACHUSETTS	County HAMPSHIRE	Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
Case No. 25-008-8784	Date OCTOBER 10, 1989	ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input checked="" type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down	
Fund Code 43	Loan No. 33		

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in HADLEY, MASSACHUSETTS 01035

_____, or at such other place as the Government may later designate in writing, the principal sum of
ONE HUNDRED FORTY FIVE THOUSAND EIGHT HUNDRED SEVENTEEN AND 16/100 dollars

(\$ 145,817.16), plus interest on the unpaid principal balance at the RATE of
THREE percent (3 %) per annum and

THREE THOUSAND THREE HUNDRED TWELVE AND 25/100 dollars (\$ 3,312.25)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 29 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>0.00</u> on <u>01/01/90</u>	\$ <u>0.00</u> on <u>01/01/91</u>
\$ <u>0.00</u> on <u>01/01/92</u>	\$ <u>0.00</u> on <u>01/01/93</u>
\$ <u>0.00</u> on <u>01/01/94</u>	\$ <u>9,661.00</u> on <u>01/01/95</u>
\$ <u>N/A</u> on _____	\$ <u>N/A</u> on _____
\$ <u>N/A</u> on _____	\$ <u>N/A</u> on _____
\$ <u>N/A</u> on _____	\$ <u>N/A</u> on _____

and \$ 9,661.00 thereafter on 01/01/ of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 29 yrs from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Ex. Position 2 B

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
43/24	\$42,904.27	3 %	APRIL 28 , 1988	A. E. ALBERT & SONS, INC	APRIL 28 , 1998
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

Bernard M. Albert
BERNARD M. ALBERT

(Borrower)

Bernard M. Albert
BERNARD M. ALBERT (INDIVIDUAL)

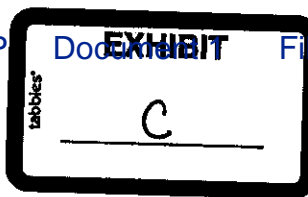
HUNTINGTON ROAD

WORTHINGTON, MA 01098

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

USDA-FmHA
Form FmHA 1940-17
(Rev. 12-88)



PROMISSORY NOTE

Name BERNARD M. ALBERT		KIND OF LOAN Type: <u>E.M.</u> <input type="checkbox"/> Regular <input type="checkbox"/> Limited Resource Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State MASSACHUSETTS	County HAMPSHIRE	
Case No. 25-008-██████8784	Date OCTOBER 10, 1989	ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input checked="" type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down
Fund Code 43	Loan No. 37	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in HADLEY, MASSACHUSETTS 01035

_____, or at such other place as the Government may later designate in writing, the principal sum of ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED TWENTY EIGHT AND 90/100 dollars

(\$ 115,428.90), plus interest on the unpaid principal balance at the **RATE** of FOUR AND ONE HALF percent (4.50 %) per annum and

FOUR THOUSAND THREE HUNDRED TWELVE AND 53/100 dollars (\$ 4,312.53) of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 31 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>0.00</u>	on <u>01/01/90</u>	;	\$ <u>0.00</u>	on <u>01/01/91</u>
\$ <u>0.00</u>	on <u>01/01/92</u>	;	\$ <u>0.00</u>	on <u>01/01/93</u>
\$ <u>0.00</u>	on <u>01/01/94</u>	;	\$ <u>8,787.00</u>	on <u>01/01/95</u>
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____

and \$ 8,787.00 thereafter on 01/01 of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 31 yrs from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Ex. . . . C

ALBERT, BERNARD M.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
43/26	\$111,636.33	5 %	APRIL 28 , 1988	A.E.ALBERT&SONS, INC	APRIL 28 , 2000
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

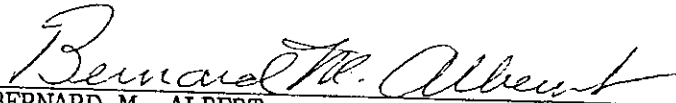
HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)


BERNARD M. ALBERT (Borrower)


BERNARD M. ALBERT (INDIVIDUAL)

HUNTINGTON ROAD

WORTHINGTON, MA 01098

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

USDA-FmHA

Form FmHA 1940-17

(Rev. 12-88)

EXHIBIT

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D

PROMISSORY NOTE

Name BERNARD M. ALBERT		KIND OF LOAN Type: <u>E.M.</u> <input type="checkbox"/> Regular <input type="checkbox"/> Limited Resource Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State MASSACHUSETTS	County HAMPSHIRE	
Case No. 25-008-██████8784	Date OCTOBER 10, 1989	
Fund Code 43	Loan No. 35	
		ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input checked="" type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in HADLEY, MASSACHUSETTS 01035

_____, or at such other place as the Government may later designate in writing, the principal sum of ONE HUNDRED TWENTY TWO THOUSAND THREE HUNDRED FIFTY EIGHT AND 35/100----- dollars

(\$ 122,358.35), plus interest on the unpaid principal balance at the **RATE** of ELEVEN percent (11 %) per annum and

SIXTEEN THOUSAND ONE HUNDRED THIRTY TWO AND 86/100----- dollars (\$ 16,132.86)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 15 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>18,093.00</u>	on <u>10/10/90</u>	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on <u>BMA</u>	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____

and \$ 18,093.00 thereafter on 10/10 of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 15 yrs from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Ex. Position 2 D

ALBERT, BERNARD M.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
43/30	\$ 131,602.31	12.50 %	APRIL 28 , 1988	A. E. ALBERT & SONS, INC	APRIL 28 , 19 98
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

Bernard M. Albert
 BERNARD M. ALBERT (Borrower)

Bernard M. Albert
 BERNARD M. ALBERT (INDIVIDUAL)

HUNTINGTON ROAD

WORTHINGTON, MA 01098

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

U.S. GOVERNMENT PRINTING OFFICE: 1989-654-054/80018

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(Rev. 12-88)



PROMISSORY NOTE

Name BERNARD M. ALBERT		KIND OF LOAN Type: <u>E.M.</u> <input type="checkbox"/> Regular <input type="checkbox"/> Limited Resource Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State MASSACHUSETTS	County HAMPSHIRE	
Case No. 25-008-██████8784	Date OCTOBER 10, 1989	ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input checked="" type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down
Fund Code 43	Loan No. 36	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in HADLEY, MASSACHUSETTS 01035

_____, or at such other place as the Government may later designate in writing, the principal sum of TWO HUNDRED SIX THOUSAND NINE HUNDRED SEVENTY FIVE AND 17/100 dollars

(\$ 206,975.17), plus interest on the unpaid principal balance at the **RATE** of ELEVEN percent (11 %) per annum and

TWENTY SEVEN THOUSAND TWO HUNDRED EIGHT NINE AND 53/100 dollars (\$ 27,289.53)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 15 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>30,605.00</u>	on <u>01/01/90</u>	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____

and \$ 30,605.00 thereafter on 01/01 of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 15 yrs from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Ex. Position 2 E

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
43/29	\$229,659.83	12.50 %	APRIL 28 , 1988	A. E. ALBERT & SONS, INC	APRIL 28 , 1993
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

Bernard M. Albert
BERNARD M. ALBERT

(Borrower)

Bernard M. Albert
BERNARD M. ALBERT (INDIVIDUAL)

HUNTINGTON ROAD

WORTHINGTON, MA 01098

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

USDA-FmHA
Form FmHA 1940-17
(Rev. 12-88)

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PROMISSORY NOTE

Name BERNARD M. ALBERT		KIND OF LOAN Type: <u>E.M.</u> <input type="checkbox"/> Regular <input type="checkbox"/> Limited Resource	
State MASSACHUSETTS	County HAMPSHIRE	Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
Case No. 25-008- XXXX 8784	Date OCTOBER 10, 1989	ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input checked="" type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down	
Fund Code 43	Loan No. 38		

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in HADLEY, MASSACHUSETTS 01035

_____, or at such other place as the Government may later designate in writing, the principal sum of EIGHTY FIVE THOUSAND FIVE HUNDRED FORTY AND 66/100 dollars

(\$ 85,540.66), plus interest on the unpaid principal balance at the RATE of

FOUR AND ONE HALF percent (4.50 %) per annum and THREE THOUSAND TWO HUNDRED FIFTY EIGHT AND 47/100 dollars (\$ 3,258.47)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 35 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>0.00</u>	on <u>01/01/90</u>	;	\$ <u>0.00</u>	on <u>01/01/91</u>
\$ <u>0.00</u>	on <u>01/01/92</u>	;	\$ <u>0.00</u>	on <u>01/01/93</u>
\$ <u>0.00</u>	on <u>01/01/94</u>	;	\$ <u>6,003.00</u>	on <u>01/01/95</u>
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____

and \$ 6,003.00 thereafter on 01/01 of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 35 yrs from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

EX. Position 2 F

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
43/28	\$86,087.56	5 %	APRIL 28 , 19 88	A. E. ALBERT & SONS, INC	APRIL 28 , XX 2000
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

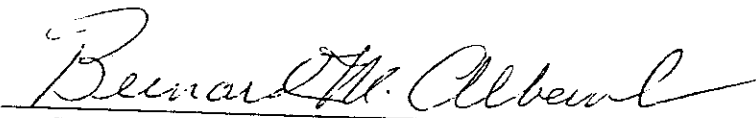
HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

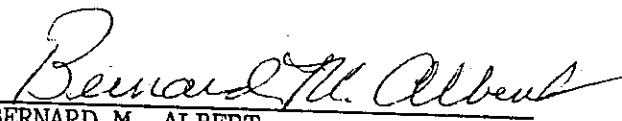
DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)


 BERNARD M. ALBERT (Borrower)


 BERNARD M. ALBERT

HUNTINGTON ROAD

WORTHINGTON, MA 01098

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

U.S. GOVERNMENT PRINTING OFFICE: 1989-654-054/80018

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PROMISSORY NOTE

Name BERNARD M. ALBERT		KIND OF LOAN Type: <u>E.E.</u> <input type="checkbox"/> Regular <input type="checkbox"/> Limited Resource Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State MASSACHUSETTS	County HAMPSHIRE	ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input checked="" type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down
Case No. 25-008-8784	Date OCTOBER 10, 1989	
Fund Code 29	Loan No. 91 39	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in HADLEY, MASSACHUSETTS 01035

_____, or at such other place as the Government may later designate in writing, the principal sum of ONE HUNDRED NINETY FIVE THOUSAND ONE HUNDRED FORTY SIX AND 50/100 dollars (\$ 195,146.50), plus interest on the unpaid principal balance at the RATE of EIGHT AND ONE HALF percent (8.50 %) per annum and N/A dollars (\$ N/A)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 16 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>23,502.00</u>	on <u>10/10/90</u>	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on <u>BMA</u>	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____
\$ <u>N/A</u>	on _____	;	\$ <u>N/A</u>	on _____

and \$ 23,502.00 thereafter on 10/10 of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 15 yrs from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

ALBERT, BERNARD M.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
29/19	\$195,146.50	10.250 %	04/12/88 , 19	A.E. ALBERT & SONS	INC 04/12/ , XX 2000
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

Bernard M. Albert
BERNARD M. ALBERT (Borrower)

Bernard M. Albert
BERNARD M. ALBERT (INDIVIDUAL)

HUNTINGTON ROAD

WORTHINGTON, MA 01098

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

U.S. GOVERNMENT PRINTING OFFICE: 1989-654-054/80018

USDA-FmHA
Form FmHA 440-4
(Rev. 6-21-83)

**SECURITY AGREEMENT
(CHATELS AND CROPS)**

EXHIBIT

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I. THIS SECURITY AGREEMENT, dated APRIL 12, 1985, 19 , is made between the United States of America acting through the Farmers Home Administration (herein called Secured Party) and A.E. ALBERT & SONS, INC.

and XXX BY BERNARD M. ALBERT, PRESIDENT (herein called Debtor), whose mailing address is HUNTINGTON RD., WORTHINGTON, MA 01098

II. WHEREAS Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory note(s) or other instrument(s), and in the future may incur additional indebtedness to Secured Party which will also be evidenced by one or more promissory note(s) or other instrument(s), all of which are herein called "note", which has been executed by Debtor, is payable to the order of Secured Party, and authorizes acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor; and

The note evidences a loan to Debtor, and Secured Party at any time, may assign the note and insure the payment thereof to any extent authorized by the Consolidated Farm and Rural Development Act or any other act administered by the Farmers Home Administration and

It is the purpose and intent of this instrument that, among other things, at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity security agreement to secure Secured Party against loss under its insurance contract by reason of any default by Debtor; and

NOW THEREFORE, in consideration of said loan(s) and (a) at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the payment of the note, to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions thereof and any additional loans or future advances to Debtor heretofore or hereafter made or insured by Secured Party under the then existing provisions of the Consolidated Farm and Rural Development Act or any other act administered by the Farmers Home Administration all with interest, (b) at all times when the note is held by an insured holder, to secure performance of Debtor's agreement herein to indemnify and save harmless Secured Party against loss under its insurance contract by reason of any default by Debtor, (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as hereinafter described, and the performance of every covenant and agreement of Debtor contained herein or in any supplementary agreement:

DEBTOR HEREBY GRANTS to Secured Party a security interest in Debtor's interest in the following collateral, including the proceeds and products thereof:

Item 1. All crops, annual and perennial, and other plant products now planted, growing or grown, or which are hereafter planted or otherwise become growing crops or other plant products (a) within the one-year period or any longer period of years permissible under State law, or (b) at any time hereafter if no fixed maximum period is prescribed by State law, on the following described real estate:

<i>Farm(s) or Other Real Estate *Owner</i>	<i>Approximate No. of Acres</i>	<i>County and State</i>	<i>Approximate Distance and Direction from a Named Town or other Description</i>
A.E. ALBERT FARMS, INC. Reputed new owners being Bernard M. Albert Owner of all land	389	Hampshire, MA	(Jones Farms) 1 mi. N of Worthington
	241	Hampshire, MA	(Huntington Rd. Farm) ½ mi S of Worthington Center
	353	Hampshire, MA	(Smith Farm) 1 mi SW of Worthington Center
	30	Hampshire, MA	(Alexander Farm) 1 mi SW Worthington Center
	90.14	Franklin, MA	6 mi W. of Ashfield Cen
	436.5	Hampshire, MA	1 mi E of Plainfield Cen
	261.9	Franklin, MA	1 mi E. of Hawley Center
	148.5	Hampshire, MA	2 mi S of Cummington Cen
Culbro Corp.	140	Hartford, CT	In and around the Towns of East Granby, Bloomfield and Windsor
Combustion Engineering Inc.	180	Hartford, CT	In and around the Towns Windsor & Bloomfield

Including all peanut and tobacco poundage allotments existing on or leased and transferred or to be leased and transferred to the above described farms as well as any proceeds derived from the conveyance or lease and transfer by the debtors to any subsequent party.

*Owner shown in related Financing Statement, except if informed of ownership change show reputed new owner.

EX. H

FmHA 440-4 (Rev. 6-21-83)

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Item 2. All farm and other equipment (except small tools and small implements such as hand tools, power lawn mowers, and other items of like type unless described below), and inventory, now owned or hereafter acquired by Debtor, together with all replacements, substitutions, additions, and accessions thereto, including but not limited to the following:

Line No.	Quantity	Kind	Manufacturer	Size and Type	Condition	Year of manufacture	Serial or Motor No.
SEE ATTACHED SCHEDULE "A"							

Any fixture described above is affixed or is to be affixed to the real estate described in *Item 1* hereof.

Item 3. All livestock (except livestock and poultry kept primarily for subsistence purposes), fish, bees, birds, furbearing animals, other animals produced or used for commercial purposes, other farm products, and supplies, now owned or hereafter acquired by Debtor, together with all increases, replacements, substitutions, and additions thereto, including but not limited to the following:

Line No.	Quantity	Kind-sex	Breed	Color	Weight, average weight	Age or age Range	Brands or other identification

SCHEDULE "A"

QTY.	DESCRIPTION
	<u>EXEC. OFFICE</u>
2	36" 5D Met. Lateral File Cab's
	36" 2D Met. Lateral File Cab's
2	36" Met. Cab's W/Sl. Doors
	72" Met. Sec. Desk W/48" Return
	72" D.P. Met. Desk
2	Ass't Sec. Chairs
	Exec. Chair
	Victor Elec. Print. Calc. M/N 1900
	BMC Elec. Print. Dig. Calc. M/N 1010PD
	2 Wheel Hand Truck
	Uph. Chair
	<u>SEC. OFFICE</u>
2	72" Met. Sec. Desk W/Form. Top
4	4D Met. File Cab's W/Locks
2	36" Met. Cab's W/Sl. Doors
	SCM Port. Elec. Type. Mod. Enterprise II
	BMC Elec. Dig. Print. Calc. M/N 1212 PDS
	Apsco Elec. Pencil Sharpener
	Citizen Elec. Print. Dig. Calc. M/N 124PD
2	Sec. Chairs
	SCM Port. Elec. Type. M/N 2200
	Paymaster Checkwriter
	12" Paper Cutter
	36" Office Table W/Form. Top

QTY. DESCRIPTION

White Oliver 12' Harrow

Goulard & Smith 5' Hyd. Rock Picker

2 14' Truck Stake Bodies

Allis-Chalmers 4 Row Corn Planter

Dahlman Potato Harvester M/N TSC S/N 65090

Dahlman Potato Harvester M/N TSC S/N 67012

Dahlman Potato Harvester M/N TQE S/N 4629 W/Stationar
BoomBEN ALBERT'S HOUSE
Holiday Rambler 20' Travel Trailer

1967 Oliver 1850 Row Tractor, Diesel S/N 191-822-422

1967 Oliver 1850 Row Tractor, Diesel 4WD

Farm-All H Row Tractor, Gas

200 Gal. Polyprop. Tag-A-Long 14 row Sprayer
W/Retractable Boom

Comet Riding Rotary Mower, Gas

Goodall Start-All Generator M/N 708, Gas

QTY DESCRIPTION

SHED

Dahlman Potato Harvester M/N TSC S/N 65000
W/Oliver 88 Diesel Tractor

John Deere Grain Combine M/N 4420 Diesel,
Enclosed Cab W/JD 213 Grain Head 189 Hours

1966 Oliver 1850 Diesel Tractor 6 Cyl. M/N 83-295
W/ARPS Scraper Blade & Plow M/N AB400

1949 I-H Farmall Tractor, Type H 3 Wheel, Gas

1955 John Deere 60 Tractor, Gas

1966 John Deere 3020 Diesel, Row Tractor

Bulk Seed Loader, Port. 12' x 18" Conveyor M/D

Central Tractor 12 ton Hyd. Tag-A-Long Log Splitter

Queen Bee Port. Kerosene Space Heater

NEXT SHED

Dilts Wetzel 6' Potato Seed Cutter

FIELD

250 Gal. Fiberglass Spray W/Stor. Tank

2 2 Row Potato Cultivators

Caterpillar Grader - Junk

White 12' Wheelharow W/3 pt. Hitch

8' x 5' Tag-A-Long Dump Cart

9' Lime Spreader

Schneider 1650 gal. Polyurethane Water Storage Tank

Thermo-King Diesel Reefer

1968 Oliver 4 WD Tractor M/N 1850, Diesel M/N 285-8210

Oliver White 5 Bottom Plow M/N 508 S/N 10956

Oliver 77 Row Tractor, Diesel

QTY: DESCRIPTION

2 Jonsarader 18" Chain Saws, Gas M/N 630

McCullogh 12" Chain Saw, Gas M/N 35

B & B 7½" Elec. Circ. Saw

4' x 6' Port. Mag. Dock Plate

5 4' x 4' Wood Potato Crates

Ass't Hand Tools, Creepers, Lube Guns, Jacks,
Air & Water Hose, Shovels, Booms, Fire Ext. etc.

YARD

20' Met. Stor. Box W/Contents Including Oils,
Lubricants, Filters, etc.

MAINT. BARN

1966 Oliver 1850 Tractor, Diesel 15.5-38 Tires rear
8:00-15 Front

Prentice 14" x 42" B.C. Engine Lathe

Chicago 10" H.D. D.E. Bench Grinder 2 hp 1 ph

6" H.D. Swivel Bench Vise

7" H.D. Bench Vise

7' H.D. Steel Welding Table

C-M ½ ton Chain Fall

Red Arrow 20 ton Hyd. Press S/N 8545

Ass't Fasteners including Nuts, Bolts, Screws,
Washers, etc. W/Cab's.

8' 4 Tier H.D. Met. Rack W/Contents

Port. Lube Unit

Electro Magic Steam Cleaner

NEXT SHED

1962 Ford 800 6 Wheel Chassis W/Agway Spreader
ID#F80EU837962

I-H McCormik Farmall 560 Row Tractor Gas 12.4-38 Tires rear

John Deere Circ. Spreader W/3 pt. Hitch S/N C392

QTY. DESCRIPTION

2

Ass't Gas Pumps

Hand Milling Mach. M/D

H.D. Drill Press, Fl. Type M/D

35

Ass't Truck Tires

John Deere 12' Harrow M/N 214

1982 Tag-A-Long Thomas Potato Harvester M/N 630
Series 80-63005 S/N 70012

1973 Oliver 2255 Row Tractor W/ A/C Enclosed Cab
Cat 3150 Diesel S/N 240399713 20.8-38 Tires rear

Galvin Road Grader M/N 201 S/N G25991A

Haines Planter Feeder W/Hyd's S/N 82150 16 hp Gas

Seed Feeder 10' x 18" Conv. M/D

Lockwood Rock Eliminator 12" x 4' Blower W/International
UB-240 Power Plant

2

Airplane Jacks

Seed Cutter

1977 Oliver White 2-105 Row Tractor, Diesel
M/N 205-22152 S/N 280497-40

John Deere 8 Bottom Plow W/3 pt. hitch

Allied Tag-A-Long Auger M/N CG13476 S/N A6206702

200 Gal. Polyprop. Chem. Stor. Tank

Crate Dumper

1970 GMC 5500 18' Stake Dump Body 5 sp. Trans.
2 sp. Axles

1974 Ford 800 10 Wheel Truck W/Bulk Body 15 ton cap.

3

Red 10 Wheel Trucks W/Body 10 ton cap.

GMC 6 Wheel Truck W/Bulk Body 7½ ton cap.

White Oliver 8 Bottom Hyd. Plow M/N 575

QTY.

DESCRIPTION

6 2D Met. File Cab's W/Form. Tops
Royfax Bond Paper Copier M/N 115
Uph. Side Chair

RECEPTION

2

60" Met. Sec. Desk W/48" Return
Exec. Chair
4D Met. File Cabs.
SCM Port. Elec. Typewriter M/N 8000
Citizen Dig. Print. Elec. Calc. M/N 128 DP
Uph. Recliner
Canadian Uph. Rocker
55" D.P. Met. Desk
Exec. Chair (Black)
Exec. Chair (Orange)

2

4D Met. File Cab.
Uph. Side Chairs
Dry Chem. Fire Ext.

STORAGE SHED

Bolens. Rot. Mower Gas
Simplex Elec. Time Clock

60" D.P. Met. Desk

REPAIR GARAGE

Melroe Bob Cat Propane M/N 444 2173 hours S/N 30420
Gas Motor Rebuilt 84

Port. Lube Unit

Walker Port. Trans. Jack 2000 lb. cap.

1970 Kenworth Tandem Cab-over Flat Bed Potato Harvester
Truck 318 Cummins 38,000 lb. rears ID#211898 453,934 Miles

QTY. DESCRIPTION

Miller Two Fifty Twin AC/DC Port. Arc Welder
S/N 72-643151

Hyd. Jack

Cut & Weld Outfit W/Carrier

Mil. 3/8" H.D. Elec. Drill

B & D H.D. Elec. Grinder

Dahlman 4 Row Potato Planter W/3 pt. hitch M/N PP
S/N 00876

2 McConnell 2 Row Potato Planters M/N 555

Michigan Wheel, Loader, Diesel Enclosed Cab
M/N 125-AG S/N 12916

Silver Beauty 6 & 12 Volt Port. Batt. Charger

36" Potato Grader 1.5 hp 3 ph

Seed Cutter

Homemade Hyd. Crate Dumper W/Hopper

Haines Potato Hopper, 25 bag cap.

30' Potato Grader, M/D

Port. Potato Crate Loader¹ W/Conveyor

1972 John Deere 4020 Row Tractor Diesel, 18:4-34 Tires
rears 10:00-16 Front

Haines Port. 40' Belt Conveyor, 16" width

4 Wheel Port. Crate Loader 20' x 12" W/6' Feed + 4
Way Control

8' Port. Manual Potato Grading Table

Bobstitch Port. Air Compr. 1/2 hp 1 ph

Hotsey Port. Steam Cleaner, Kerosene

Fram Port. High Pressure, Washer

DESCRIPTION

Haines 24" x 8' Potato Grader 8' Bed

150 Gal. Tag-A-Long Polyprop. Water Stor. Tank

1493 4' x 4' x 4' Crates

Homemade 14 Row Hyd. 300 Gal. Sprayer W/Polyprop. tank

Delta 24" Band Saw

Port. Humidifier

McConnel 2 Row Tag-A-Long Planter

Prop. Heater

Wort. Twin Cyl. Air Compr. 3 hp 3 ph

1978 GMC 15 Sierra Pick-up 4 WD W/Tool Box AT
ID#TKL1481516013 66,760 Miles

1962 Ford 800 6 Wheel Dump Truck 5 yd. cap., Gas
5 Sp. 2 Sp. Axle 11,985 Miles

2 1965 Chev. 60 16' Diamond Plate Flat Beds
W/McConnel Bulk Bodies 10 ton cap.

Dahlman Potato Harvester M/N TSC S/N 66140

Dahlman Potato Harvester M/N TSC S/N 65026

3 GMC 6 Wheel Trucks W/McConnel 7½ ton Bulk
Bodies

1963 GMC 5000 10 Wheel Truck W/McConnel 10 ton
Bulk Body

1963 GMC 3000 6 Wheel Truck W/7½ ton Bulk Body

1964 White Mustang 10 Wheel Truck W/10 ton
Bulk Body

McConnel 2 Row Potato Seeder

Clark Forklift Truck, 3000 lb. cap. SHOP Prop. Sol. Tires

Hyd. Floor Jack

QTY. DESCRIPTION

1966 John Deere 3020 Row Tractor Diesel
Worth Air Compr. 5 hp 1 ph
12 ton Hyd. Press
Cut & Well Outfit W/Carrier
Creeper
1952 Hough Payloader, Gas M/N HR
Durmand 15" Drill Press, Fl. Type 3/4 hp 1 ph
Marquette Batt. Charger, 6 & 12 Volt
2 Agway Batt. Chargers, 6 & 12 Volt
Mopar Battery Tester
Anvil
Dunlap 8" D.E. Grinder M/D
5" H.D. Bench Vise W/12' Work Bench
Lot Ass't Fasteners, Hand Tools, Hose, Chain Binders
Marquette AC/DC Arc Welder
Port. Space Heater, Kerosene
McCulloch 18" Chain Saw, Gas M/N 70
McCulloch 16" Chain Saw, Gas M/N 610
Port. 150 Amp. Elec. Service
Homelite Weed Eater
McCulloch 12" Chain Saw, Gas

QTY. DESCRIPTION

800 4' x 3½' x 3½' Wood Crates

4' x 5' Port. Dock Plate

Clark Elec. Forklift Truck 2500 lb. cap.
106" lift, Sol. Tires

Hertner Batt. Charger

Homemade Port. Crate Dumper 3000 lb. cap.

Haines 24" Port. Crate Filler

Haines Port. 40' x 16" Belt Conveyor

Comm.

QTY. DESCRIPTION

1968 John Deere 4020 Row Tractor, Gas STORAGE SHED

Port. Air Compr. 1½ hp 1 ph

Hobart Tag-A-Long AC/DC Welder, Gas

Ass't Tools, Work Tables, Vises, Hose, Parts, etc.

ARPS 8' Straight Plow M/N AB4-5 S/N 2214

12' Tag-A-Long Irrigation Pipe Trailer

Ford 60" Rotary Grass Cutter W/3 pt. Hitch

McConnell 12' 3 Section Harrow 3 pt. Hitch

John Deere Seeder

John Deere Disk Harrow

Dahlman Potato Harvester M/N TSE S/N 5013
W/McCormick Farmall 706 Tractor, Gas

Dahlman Potato Harvester M/N TSE1 S/N 4870
W/McCormick Farmall 460 Tractor, Gas

FMC 22 Row Sprayer W/Hyd. Retractable Boom & 600
Gal. Tank

Tag-A-Long Bulk Body, 7½ ton cap.

GMC 6 Wheel Truck W/Bulk Body 7½ ton cap.

Lilliston-Leham Rolling Cultivator S/N 106291

Newport 45' Alum. Office Trailer

Gorman-Rupp Tag-A-Long 4" Pump W/Diesel Power Plant

Hydro Engineering Traveling Irrigation System
W/660' Hose M/N H81 S/N 1627

Reo 10 Wheel Truck W/Bulk Body 10 ton cap.

QTY. DESCRIPTION

40' x 16" Belt Conveyor Potato Truck Loader &
Grader M/D

126 Lengths 20' x 6" Alum. Irrigation Pipe

6 Lengths 30' x 7" Alum. Irrigation Pipe

McConnell 34' Tandem Bulk Trailer, 22 ton cap.

Item 4. All accounts, contract rights and general intangibles, ~~as follows~~, including, but not limited to FCIC coverage.

III. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

A. Debtor is the absolute and exclusive owner of the above-described collateral, and any marks or brands used to describe livestock are the holding brands and carry the title, although the livestock may have other marks or brands, and such collateral is free from all liens, encumbrances, security and other interests except (1) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect, (2) any applicable landlord's statutory liens, and (3) other liens, encumbrances, security or other interests, as follows:

BANK OF NEW ENGLAND-WEST - JUNIOR LIEN

and Debtor will defend the collateral against the claims and demands of all other persons. Reference to the above liens, encumbrances, security and other interests is for warranty purposes only and does not indicate their priority.

B. Statements contained in Debtor's loan application(s) are true and correct; and Debtor will (1) use the loan funds for the purposes for which they were or are advanced, (2) comply with such farm and home management plans as may be agreed upon from time to time by Debtor and Secured Party, (3) care for and maintain the collateral in a good and husbandlike manner, (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance, (5) permit Secured Party to inspect the collateral at any reasonable time, (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest therein, or permit others to do so, without the prior written consent of Secured Party, and (7) not permit the collateral to be levied upon, injured or destroyed, or its value to be impaired, except by using harvested crops in amounts necessary to care for livestock covered hereby.

C. Debtor will pay promptly when due all (1) indebtedness evidenced by the note and any indebtedness to Secured Party secured hereby, (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of lien searches and maintenance and other charges now or hereafter attaching to, levied on, or otherwise pertaining to the collateral or this security interest, (3) filing or recording fees for instruments necessary to perfect, continue, service, or terminate this security interest, and (4) fees and other charges now or hereafter required by regulations of the Farmers Home Administration. At all times when the note is held by an insured holder, Debtor shall continue to make payments on the note to Secured Party, as collection agent for the holder.

D. If the note is insured by Secured Party, Debtor will indemnify and save harmless Secured Party against any loss by reason of any default by Debtor.

E. At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by Secured Party to the holder of the note for the account of Debtor. Any amount due and unpaid under the terms of the note, whether it is held by Secured Party or by an insured holder, may be credited by Secured Party on the note and thereupon shall constitute an advance by Secured Party for the account of Debtor. Any advance by Secured Party as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to Secured Party, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

F. Whether or not the note is insured by Secured Party, Secured Party may at any time pay any other amounts required herein to be paid by Debtor and not paid when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

G. All advances by Secured Party as described in this instrument, with interest, shall be immediately due and payable by Debtor to Secured Party without demand at the place designated in the latest note and shall be secured hereby. No such advance by Secured Party shall relieve Debtor from breach of the covenant to pay. Any payment made by Debtor may be applied on the note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.

H. In order to secure or better secure the aforesaid obligations or indebtedness, Debtor will execute and deliver to Secured Party at any time, upon demand, such additional security instruments on such real and personal property as Secured Party may require.

IV. IT IS FURTHER AGREED THAT:

A. Until default Debtor may retain possession of the collateral.

B. Default shall exist hereunder if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness hereby secured or to observe or perform any covenants or agreements herein or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the death or incompetency of the parties named as Debtor, or upon the bankruptcy or insolvency of anyone of the parties named as Debtor. Upon any such default.

1. Secured Party, at its option, with or without notice as permitted by law, may (a) declare the unpaid balance on the note and any indebtedness secured hereby immediately due and payable, (b) enter upon the premises and take possession of, cultivate and harvest crops, repair, improve, use, and operate the collateral or make equipment unusable, for the purpose of protecting or preserving the collateral or this lien, or preparing or processing the collateral for sale, and (c) exercise any sale or other rights accorded by law.

2. Debtor hereby (a) agrees to assemble the collateral and make it available to Secured Party at such time(s) and place(s) as designated by Secured Party, and (b) waives all notices, exemptions, compulsory disposition and redemption rights.

3. A default shall exist under any other security instrument held or insured by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under any such other security instrument shall constitute default hereunder.

C. Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling and the like and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party, second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with current regulations of the Farmers Home Administration, third to the satisfaction of indebtedness secured hereby, fourth to the satisfaction of subordinate security interests to the extent required by law, fifth to any other obligations of Debtor owing to or insured by Secured Party, and sixth to Debtor. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by Secured Party, with interest, as hereinabove provided, second on the debt evidenced by the note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral, third on any other obligation of Debtor owing to or insured by Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral and insurance.

D. It is the intent of Debtor and Secured Party that to the extent permitted by law and for the purpose of this Agreement, no collateral covered hereby is or shall become realty or accessioned to other goods.

E. This Agreement is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions hereof.

F. If any provision of this Agreement is held invalid or unenforceable, it shall not affect any other provisions hereof, but this Agreement shall be construed as if it had never contained such invalid or unenforceable provision.

G. The rights and privileges of Secured Party under this Agreement shall inure to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this Agreement are joint and several and shall bind personal representatives, heirs, successors, and assigns.

H. If at any time it shall appear to Secured Party that Debtor may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

I. Secured Party shall have the sole and exclusive rights as the secured party hereunder, including but not limited to the power to grant or issue any consent, release, subordination, continuation statement or termination statement, and no insured holder shall have any right, title, or interest in or to the security interest created by this Agreement or any benefits hereof.

J. Secured Party will make or insure future loans or advances to Debtor to enable Debtor to raise or harvest farm crops or raise livestock or other animals, provided funds are available and the Debtor meets all then current requirements imposed by regulations of the Secured Party.

K. SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.

L. Failure by the Secured Party to exercise any right—whether once or often—shall not be construed as a waiver of an covenant or condition or of the breach thereof. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.


BERNARD M. ALBERT, PRES. (A.E. ALBERT & SONS, INC.) (SEAL)


BERNARD M. ALBERT (INDIVIDUAL) (Debtor) (SEAL)

MA SOC Filing Number: 200107256700 Date: 11/30/2001 11:15:00 AM

EXHIBIT

I

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Beverly Rice 413-585-1000 X 2	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) USDA, FARM SERVICE AGENCY 243 KING STREET, ROOM 212 NORTHAMPTON, MA 01060	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME					
OR					
1b. INDIVIDUAL'S LAST NAME ALBERT		FIRST NAME BERNARD		MIDDLE NAME M	SUFFIX
1c. MAILING ADDRESS P.O. BOX 265		CITY WORTHINGTON		STATE MA	POSTAL CODE 01098
1d. TAX ID #: SSN OR EIN 8784	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATION ID #, if any	
					<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME USDA, FARM SERVICE AGENCY					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 243 King ST, Rm 212,		CITY Northampton		STATE MA	POSTAL CODE 01060
				COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

ALL CROPS AND EQUIPMENT.

THIS IS AN "IN LIEU" FILING TO CONTINUE CURRENTLY EFFECTIVE FINANCING STATEMENTS FILE IN THE OFFICE OF THE TOWN CLERK OF THE FOLLOWING:

TOWN OF WORTHINGTON, MASSACHUSETTS WITH A FILING NUMBER OF FILE a #7; ORIGINAL FILED 9/22/1978;
 TOWN OF ASHFIELD, MASSACHUSETTS WITH A FILING NUMBER OF #670; ORIGINAL FILED 9/22/1978;
 TOWN OF PLAINFIELD, MASSACHUSETTS WITH A FILING NUMBER OF #195-A; ORIGINAL FILED 9/23/1978;
 TOWN OF CUMMINGTON, MASSACHUSETTS WITH A FILING NUMBER OF #35; ORIGINAL FILED 9/25/1978;
 TOWN OF HAWLEY, MASSACHUSETTS WITH A FILING NUMBER OF #4; ORIGINAL FILED 12/23/1978.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	A.G. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to filed (or record) in the REAL ESTATE RECORDS. Attach Addendum if applicable.		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

EX. I

FINANCING STATEMENT - This Financing Statement is presented to Filing Officer for filing pursuant to the UCC:

Debtor(s) (Last Name First) and Address(es)
THE A.E. ALBERT & SONS, INC.
HUNTINGTON ROAD
WORTHINGTON, MA 01098

SECURED PARTY
UNITED STATES OF AMERICA
 acting through
FARMERS HOME ADMINISTRATION
Four Whalley Street
Hadley, MA 01035

(County Office Address)

For Filing Officer (Date, Time, Name and Filing Office)

File A #7
 Sept. 22, 1978
 10:30 A.M.

Joan A. Donovan
 Joan A. Donovan
 Town Clerk
 Worthington, Ma.

1. This Financing Statement covers the following types or items of collateral, including proceeds and products thereof:
 (a) Crops, livestock, other farm products, farm and other equipment, supplies and inventory.
 (b)

2. Disposition of such collateral is not hereby authorized.

3. Crops covered hereby are growing or are to be grown on, and any goods described in 1 (b) above which are or are to become fixtures are to be affixed to, the following-described real estate:

Real Estate
 Owner

Approximate
 No. of Acres

County and
 State

Approximate Distance and
 Direction From a Named Town
 or Other Description

A.E. Albert Farms Inc.
 owner of all land listed
 total acres 1013

389
 241

Hampshire, MA

353
 30

"
 "

(Jones Farm) 1 mi N of Worthington
 (Huntington Rd Farm) 1/2 mi S of
 Worthington center
 (Smith Farm) 2 mi S of Worthington Cent.
 (Alexanders Farm) 1 mi SW of Worthington

Filed with:



Filing Office in **Worthington, Hampshire**

County

☐ Secretary of State

Bernard M. Albert
THE A.E. ALBERT & SONS, INC. (Signature of Debtor)
 by **BERNARD M. ALBERT, PRESIDENT**

(Signature of Debtor)

By *Reneath Lynch*
 Title *County Supervisor*
UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

USDA-FHA FORM FHA 440A25 (Rev. 1-78)
 FORM UCC-1 (UNIFORM)

- (3) Filing Officer Copy-Acknowledgment. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the secured party, as an acknowledgment. * Record owner if required by State Law, otherwise record owner.

This STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code

No. of additional sheets presented:

3. Maturity date (if any)

1. Debtor(s): (Last name first, and mailing address(es))
A.E. ALBERT & SONS, INC.
HUNTINGTON ROAD
WORTHINGTON, MA 01098

2. SECURED PARTY
UNITED STATES OF AMERICA
acting through
FARMERS HOME ADMINISTRATION
Four Whalley Street
Hadley, MA 01035
(County Office Address)

FOR FILING OFFICER ONLY
(Date, time, number and filing office)
July 11, 1983
9 A.M.
#66
Town Clerk

Battered Mason

4. This Statement refers to original Financing Statement No. **File A #1**
Filed with **Town Clerk, Worthington** Date filed **9-22-78** 19 **78**

5. ☒ Continuation. The original financing statement between the foregoing Debtor(s) and Secured Party, bearing file number shown above is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Partial Release Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

By *[Signature]*
William C. Gouzon
Title **County Supervisor**
FAR

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

(3) Filing Officer Copy-Acknowledgement
Filing Officer returns this copy to Court

USDA-FmHA
Form FmHA 462-12
(Rev. 9-6-78)

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

APR 6 1988

This STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code

No. of additional sheets presented:

3. Maturity date (if any)

1. Debtor(s): (Last name first, and mailing address(es))
A.E. ALBERT & SONS
HUNTINGTON ROAD
WORTHINGTON, MA 01098

2. SECURED PARTY
UNITED STATES OF AMERICA
acting through
FARMERS HOME ADMINISTRATION
FOUR WHALLEY STREET
HADLEY, MA 01035
(County Office Address)

FOR FILING OFFICER ONLY
(Date, time, number and filing office) **# 158**

4-1-88 9AM
Battered Mason
Town Clerk

4. This Statement refers to original Financing Statement No. **FILE A #1**
Filed with **TOWN CLERK, WORTHINGTON** Date filed **SEPTEMBER 22** 19 **78**

5. ☒ Continuation. The original financing statement between the foregoing Debtor(s) and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Partial Release Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

By *[Signature]*
PETER F. LAURENZA
Title **County Supervisor**
FARMERS HOME ADMINISTRATION

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

(3) Filing Officer Copy-Acknowledgement
Filing Officer returns this copy to County Office.

FmHA 462-12 (Rev. 9-6-78)

USDA-FmHA
Form FmHA 462-12
(Rev. 10-85)

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This STATEMENT is presented to filing officer for filing
pursuant to the Uniform Commercial Code.No. of additional
sheets presented3. Maturity date
(if any)

1. Debtor(s) (Last name first and mailing address(es))

Bernard M. Albert
DBA A.E. Albert and Sons
Huntington Road
Worthington, MA 01098

2. SECURED PARTY

UNITED STATES OF AMERICA
acting through
FARMERS HOME ADMINISTRATION
243 King St., Room 24
Northampton, MA 01060
(County Office Address)FOR FILING OFFICE
(Date, time, number and
office)#248
6-3-93 3:41 PM
B. Otter Mason
Town Clerk
Worthington, MA4. This Statement refers to original Financing Statement No. File A #1Filed with Town Clerk, Worthington(Date filed) September 2219 78

5. ☒ Continuation. The original financing statement between the foregoing Debtor(s) and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. ☐ Partial Release Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.
- 10.

By

PETER P. LAURENZA

Title County Supervisor

By:

Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

FARMERS HOME ADMINISTRATION

(3) Filing Officer Copy Acknowledgement
Filing Officer returns this copy to County Office.

FmHA 462-12 (Rev. 10-85)

USDA-FmHA
Form FmHA 462-12
(Rev. 10-85)

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

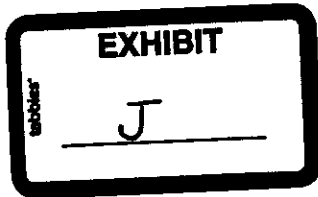
This STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s): (Last name first, and mailing address(es)) Bernard M. Albert DEA A.E. Albert and Sons Huntington Road Worthington, MA 01098	No. of additional sheets presented: 2. SECURED PARTY UNITED STATES OF AMERICA acting through Farmer Service Agency 243 King St Rm # 12 Northampton, MA 01060 (County Office Address)	3. Maturity date (if any) FOR FILING OFFICER ONLY (Date, time, number and filing office) 6/8/78 #332 Worthington Town Hall
4. This Statement refers to original Financing Statement No. <u>File A #7</u> Filed with <u>Town Clerk, Worthington</u> Date filed <u>September 22</u> 19 <u>78</u>		
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor(s) and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Partial Release Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

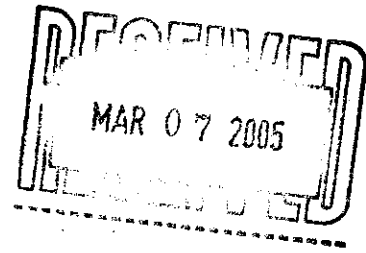
By: Randy I. Kleiner
 Title: Agricultural Credit Manager
 UNITED STATES OF AMERICA
 FARMERS HOME ADMINISTRATION

Filing Officer Copy-Acknowledgement
 Filing Officer returns this copy to County Office, FmHA 462-12 (Rev. 10-85)



FARM SERVICE AGENCY
445 WEST STREET
AMHERST, MA 01002

INDEBTEDNESS AS OF 03/02/05
(PER ADPS)



NAME: ALBERT, BERNARD M.

CASE NUMBER: 25-008-██████8784

FUND CODE/ LOAN NO.	DATE OF LAST PAYMENT	UNPAID PRINCIPAL	UNPAID INTEREST	DAILY INTEREST ACCRUAL	DELINQUENT AS OF: 03/02/05
43-32	00/00/00	\$ 128,403.74	\$ 188,277.41	\$ 15.8306	\$ 303,226.01
43-33	11/06/98	2,535.67	480.59	.2084	3,016.25
43-35	10/28/99	108,171.18	142,071.05	30.2000	211,043.34
43-36	04/05/94	151,347.33	200,701.44	40.5205	279,801.32
43-37	00/00/00	115,428.90	84,262.57	13.3259	87,870.00
43-38	00/00/00	85,540.66	62,506.87	9.9350	60,030.00
29-39	12/29/93	166,655.56	158,267.99	35.9130	286,015.02
43-88	00/00/00	1,209.00	158.13	.3644	1,367.13
43-89	00/00/00	2,400.00	404.32	.7233	2,804.32
43-90	00/00/00	20.00	7.26	.0060	27.26
43-91	01/28/00	87,927.08	49,234.35	26.4986	137,161.43
43-92	00/00/00	96,694.06	70,054.18	29.1407	166,748.24
43-97	00/00/00	1,750.00	362.32	.1438	2,112.32
43-99	00/00/00	<u>\$ 20,908.23</u>	<u>\$ 20,415.60</u>	<u>\$ 6.3011</u>	<u>\$ 41,323.83</u>
		\$978,991.41	\$977,204.08	\$209.1113	\$1,582,546.47

\$1,956,195.49

Carrie Novak
CARRIE L. NOVAK
Farm Loan Chief

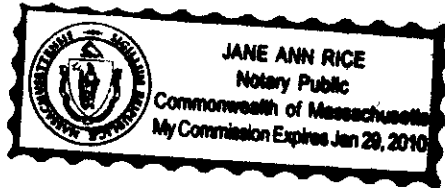
Ex. J

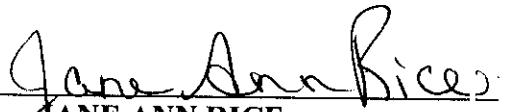
Commonwealth of Massachusetts

ss.

County of Hampshire

On this 2nd day of March, 2005, before me, the undersigned Notary Public, personally appeared Carrie L. Novak, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.




JANE ANN RICE
Notary Public

My Commission Expires January 29, 2010

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

BERNARD M. ALBERT

County of Residence of First Listed **Hampshire 25015**

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
CHRISTOPHER R. DONATO, AUSA
1 COURTHOUSE WAY, SUITE 9200
BOSTON, MA 02210
(617) 748-3303

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PL | DEF | | PL | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input checked="" type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus: General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 U.S.C. SECTION 1345 The defendant has defaulted on promissory notes and security agreements. The U.S. seeks to secure chattel.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$ 1,956,195.49** CHECK YES only if demanded in complaint
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE

DOCKET NUMBER

DATE 3/29/05 SIGNATURE OF ATTORNEY OF RECORD Christopher R. Donato

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. TITLE OF CASE (NAME OF FIRST PARTY ON EACH SIDE ONLY) United States v Bernard M. Albert
-
2. CATEGORY IN WHICH THE CASE BELONGS BASED UPON THE NUMBERED NATURE OF SUIT CODE LISTED ON THE CIVIL COVER SHEET. (SEE LOCAL RULE 40.1(A)(91)).
- ___ I. 160, 410, 470, r.23, REGARDLESS OF NATURE OF SUIT
- ___ II. 195, 368, 400, 440, 441-444, 540, 550, 625, 710, 720, 730, 740, 790, 791, 820, 830, 840, 850, 890, 892-894, 895, 950
- ___ III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891
- ☒ IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900
- ___ V. 150, 152, 153
3. TITLE AND NUMBER, IF ANY, OF RELATED CASES. (SEE LOCAL RULE 40.1(E)).
-
4. HAS PRIOR ACTION BETWEEN THE SAME PARTIES AND BASED ON THE SAME CLAIM EVER BEEN FILED IN THIS COURT?
- YES ☒ NO
5. DOES THE COMPLAINT IN THIS CASE QUESTION THE CONSTITUTIONALITY OF AN ACT OF CONGRESS AFFECTING THE PUBLIC INTEREST? (SEE 28 USC § 2403)
- YES ☒ NO
- IF SO, IS THE U.S.A. OR AN OFFICER, AGENT OR EMPLOYEE OF THE U.S. A PARTY?
- YES ☐ NO
6. IS THIS CASE REQUIRED TO BE HEARD AND DETERMINED BY A DISTRICT COURT OF THREE JUDGES PURSUANT TO TITLE 28 USC § 2284?
- YES ☒ NO
7. DO ALL OF THE PARTIES IN THIS ACTION, EXCLUDING GOVERNMENTAL AGENCIES OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS ("GOVERNMENTAL AGENCIES"), RESIDING IN MASSACHUSETTS RESIDE IN THE SAME DIVISION - (SEE LOCAL RULE 40.1(D)).
- ☒ YES ☐ NO
- A. IF YES, IN WHICH DIVISION DO ALL OF THE NON-GOVERNMENTAL PARTIES RESIDE?
- EASTERN DIVISION CENTRAL DIVISION ☒ WESTERN DIVISION
- A. IF NO, IN WHICH DIVISION DO THE MAJORITY OF THE PLAINTIFFS OR THE ONLY PARTIES, EXCLUDING GOVERNMENTAL AGENCIES, RESIDING IN MASSACHUSETTS RESIDE?
- EASTERN DIVISION CENTRAL DIVISION WESTERN DIVISION

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Christopher R. Donato, Assistant United States AttorneyADDRESS U.S. Attorney's Office, One Courthouse Way, Suite 9200, Boston, MA 02210TELEPHONE NO. 617-748-3303